## Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

EXCESS LIABILITY POLICY HEC - 9 00 68 35 (BOUER NOTE SDIENY) THE HOME INSURANCE COMPANY -Manchester, New Hampshire-STOCK COMPANY BOSTON OFFICE, MASSACHUSETTS ITEM 1. Insured's Name and Malling Address Thomas E. Sears, Inc. Monsanto Company 800 North Lindbergh Blvd. 31 St. James Avenue St. Louis, Missouri 63166 Boston, MA 02116 4-13-76 12:01 A.M. Standard Time at the address of the Named Insured as stated herein ITEM 2. PRIMARY OR UNDERLYING INSURANCE - DESCRIPTION OF COVERABE \$98,000,000.00 Umbrella Liability excess of various Primary Insurances as provided on file with Company. THOMAS E.SEARS .INC. INSURANCE PARK POUARE BUILDING BI ST. JAMES AVENUS BOSTON, MASS, 02116 ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY \$9,000,000.00 P/0 \$25,000,000.00 Bodily Injury and/or Property Demage each occurrence and in the aggregate where applicable following the terms, conditions and exclusions of the Underwriters at Lloyds of London Policy No. SD9031 (L)/UGL0285, and excess of the limits set forth in Item 2 above. ITEM 4. PREMIUM \$4,352.00 In Witness Whereof, the said THE HOME INSURANCE COMPANY, NEW YORK has caused these Presents to be signed by its President and attested by its Secretary, in the City of New York, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue. N. Julles, 1198 F Lun Secretary COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE) 10-25-76 H9735(F13 74

6U 8679a

#### Endorsement #2

#### AGG 4412 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement, effective 4-13-76 (12.01 A. M., stendard time)

forms a part of policy No. HEC9006835

### issued to Monsanto Company

#### by The Home Insurance Co.

It is agreed that the policy does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liabilities or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liebility Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV As used in this endorsement:
  - "hexardous proporties" include radioactive, toxic or explosive properties;
  - "nuclear material" means source material, special nuclear material or byproduct material,
  - "source material", "special quelear meterial", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - "speak feel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
  - "waste" means any weste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

#### "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing apent fuel, or (3) handling, processing or packaging weste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
- "muclear reacter" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- With respect to injury to or destruction of property, the word "Injury" or "destruction" includes all forms of radioactive contamination of property.

H 50 1 80 D	Authorized Representative



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Endorsement No. 1

The The	Home Transa	nce Company	
HEC 9006835	Monsant	to Company	· · · · · · · · · · · · · · · · · · ·
4-13-76	•	10-25-76 de	PROQUEER NO -OPE
Thomas E. Saurs. In	C.		25513-041

In consideration of the premium charged, it is hereby agreed that the coverage afforded by this policy shall not apply to any claim or claims arising out of the following:

Excess Fidelity Insurance

	MONS	153975
22300 (FN) 7/73		
SIGNATURE OF AUTHORIZED REPRESENTATIVE		

CONFIDENTIAL BUSINESS INFORMATION

## EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company)

Agrees with the insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under fram 3 of the Declarations ultimate not loss as respects such accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate not loss in the aggregate where applicable for each annual period during the currency of this Policy.

#### DEFINITIONS

- 1 Ultimete Net Less. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primery Insurer(s) and shell exclude all expenses and Costs.
- 2. Ceets. The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured.

#### CONDITIONS

- 1 MAINTENANCE OF UNDERLYING INSURANCE. It is a condition of this Policy that the Underlying Coverage be mainteined in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.
  - This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
- 2 PREMIUM. The insured shall pay premium to the Company as specified in the schedule.
  - If the insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rate.

- NGTIFICATION OF CLAIMS. The insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- 4 ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding
- 5 TERMINATION. The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

In Witness Whereof, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless counter-signed on this Declaration page by a duly authorized representative of the Company.

MONS 153976

H20493(F) (TEXT) 11/72

## THOMAS E.SEARS .INC.

TELER NUMBER 04.0633

INSURANCE

PARK EQUARE BUILDING 31 ST. JAMES AVENUE BOSTON, MASS. 02116

Insurance Cover Note-No.: SD1049/

MONSANTO COMPANY

ASSURED:

800 North Lindbergh Boulevard St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED: Broad form Umbrella Liability Insurance excluding Excess Fidelity

This insurance is to cover up to an amount of \$25,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$25,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$25,000,000 as indicated above, but only to pay the excess of:

- 1. \$98,000,000 Umbrella Coverage which in turn is in excess of:
- 2. a) Underlying Insurance as set forth in Cover Note No. SD9031, or
  - b) \$100,000 ultimate net loss in respect of each occurrence

PERIOD: FROM: April 13, 1976 TO: April 1, 1977

Both Days 12:01 A.M. Standard Time PREMIUM: \$12,086.50 (for 100% of Cover)

\$ 4,351.50 (for 36% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached heresto:

Radioactive Contamination Exclusion Clause Liability - Direct - #NMA 1477
Nuclear Incident Exclusion Endorsement - Liability - Direct (Broad) - #NMA 1256
Seepage, Pollution and Contamination Exclusion Clause No. 2 - #NMA 1684
Industries, Seepage, Pollution and Contamination Clause No. 3 - #NMA 1685
This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ise) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ise) shall prevail.

Issued at Boston, Massachusetts, this 26th day of April 1976

THOMAS E. SEARS, INC.

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten to be than the paid premium less the notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the samed portion thereof on demand subject slways to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by screpting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

\*81xty (60)

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDER & MOUNT 27 WILLIAM STREET, NEW YORK, NEW YORK 10005

, and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Unwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### THOMAS E SEARS INC.

# NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (SROAD)

(Approved by Lloyd's Underwriters' Non-Marine Association)
For attachment to insurances of the following classifications in the U.S.A., its
Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malgractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurunces of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

#### This policy

- not being inserences of the classifications to which the Nuclear Incident Exclusion Clause

  —Limbility—Direct (Limited) applies.

  In Under any Limbility Coverage, to injury, tickness, disease, death or destruction (a) with respect to which an instance under the policy is also or destruction audies energy limbility policy leaved by Nuclear Recorp Limbility Incident association, dutual Atomia Emergy Limbility Underwriters or Nuclear Ingurance Association of Canada, or would be an instance under any such policy but for its termination upon absorption of qualme material and with proposed to whole, if any present or compatibilities in required to maintain Remarks (in the instance of the policy but for its termination upon absorption of its limit of limbility; or thereof, or (2) the ingured is, or had this policy not been assess managed thereof, under any agency thereof, which was present or organization.

  If Under any Redient Fayments Coverage, or under any Supplementary Payments Previous relating to instance, disease or death remaining from the hammelous and arrange out of the operation of a understance with respect to bedily injury, subsect, disease or death remaining from the hammelous and arrange out of the operation of a understance or organization.

  III. Under any Liability Coverage, to injury, sickness, disease, death or destruction requiring from the hammelous and arrange out of the operation of a understance or organization.

  III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hammelous and arrange out of the operation destruction to be based done properties of zuclear material, it is the nuclear material [1] to the nuclear material [1] to a say stocket facility owned by, or or orbinal of, an insured of (2) has been anterial, it is not to injury, sickness, disease, dash or destruction or equipment of hyperial properties in occasion with the planning, occasionables, managed of a device, material is a substance of hyperial properties. The planning of any su

of the Policy to which it is attached. "Nors:—As respects policies which afford liability coverages and other forms of overage in addition, the words underlined should be amended to designate the liability

coverage to which this clause is to apply.

N.M.A. 1256

THOMAS E-SEARS INC.

#### U.S.A.

RADICACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT (Approved by Lloyd's Underwritery Fire and Non-Harme Issuesation)

For attanhams (in addition to the appropriate Nuclear Insident Exclusion Clause—Liability—Direct) to liability insurances afterding worldeside corregge.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Ricc or the Canal Zone, this Policy does not cover any liability of whateover nature directly or indirectly caused by or contributed to by or studies from indirectly inclined indications or contamination by radicactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lierd s. Loncon. England.

13:2/84 N.M.A. 1477

THOMAS E-SEARS INC.

# SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2 (Approved by Liepa's Underwriter' Non-Manne Association) This Invariance does not cover any liability for: (1) Personal Injury or Eddity Injury or loss of, damage to, or loss of use of property directly or indirectly caused by sweepige, pollution or contamination. (2) The cost of removing, multifying or cleaning-up surplus, pulluting or contaminating substances. (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Association oil, gas or any other substance, the property of others. (3) Fines, penalties, punitive or examplary damages. 22/1/70. SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

22/1/70. N.M.A. 1684.

THOMAS E-SEARS INC.

#### INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3 (Approved by Lloyd's Underwriters' Non-Marine Association)

(Approved by Lieya's Underwriters' Non-Marine Association)

This Insurance does not cover my liability for:

(1) Personal Injury or Bedily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by sespage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bedily Injury or loss of or physical damage to or descruction of tengible property, or loss of use that property demaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(2) The cent of removing, multifying or cleaning-up seeping, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(3) Fines, penalties, penalties or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

This Clause shell not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70. N.M.A. 1645.

#### ENDORSEMENT

Endorsement No.

April 13, 1976

INSURED: MONSANTO COMPANY, ET AL

36 It is understood and agreed that % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated

COMPANY

PROPORTION

Home Insurance Company

36% (Being \$9,000,000 Hereon)

Attached to and forming part of SD1049/

of the

HOME INSURANCE COMPANY THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS, INC. ST ST. JAMES AVENUE BOSTON, MASS. 02118

#### MONSANTO COMPANY, ET AL

#### ENDORSEMENT

Endorsement No.

2

April 13, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain	unchanged.	
Attached to and forming part of	SD1049/	of the
	HOME INSUBANCE COMPANY THOMAS E. SEARS, INC.	
TURKER BEARD INC	RV.	
THOMAS E. SEARS, INC.		
BOSTON, MASS, 02116		

#### MCNSANTC CCMPANY, ET AL

### ENDORSEMENT

Endorsement No.

April 13, 1976

NCTWITHSTANDING anything contained hereia to the contrary. It is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be edded to the first laver of Cover Note No. SD\$031/UGL028\$ of Underwritters at Lieve's of Leader.

All other policy conditions remain unchanged.

Attached to and forming part of Sr. 1049/

of the

HCME DISURANCE CCM PANY

THOMAS E. SEARS, INC. BY:

THOMAS E. SEARS, INC. 31 ST. JAMES AVENUE BOSTON, MASS. 02116

	EXCESS LIABILITY POLICY -	1	
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stock company	OME Insurance	ce Company	HOME FOR TORK
Monsanto Company 800 North Lindbergh B St. Louis, Missouri	1vd. 63166	061 to. orc	State Loc. h.s
10/1/68 Inception (Mo. Day Yr.) 12:01 AM Standard Time at the add TEM 2. PRIMARY OR UNDERLYTHE INSURANCE.	iress of the Named insured as stated herein		
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Conditions of Lloyd's Certificate Numbers ( Self-Insured Retention  11EM 3. EXCESS COVERAGE AFFORMER BY THIS PO \$3,000,000.00 or 23% I limits and coverage in  11EM 4. PREMIUM \$6,000.00 Minimum 1 \$3,000.00 Minimum 1  In Witness Wherest, the said THE HOME INt attested by its Secretary, in the City of New Yor	Underwriters and various be furnished) excess  outer  part of \$13,000,000.00  andicated in Item #2.  Burnance Company, New YORK has caused in and this policy is made and accepted upon sentative of the Company at place of issue.	or 100% exc	Companies OF
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#### EXCESS LIABILITY POLICY

#### THE HOME INSURANCE COMPANY

New York, New York

(Hereinafter called the Company)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shell attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and ii
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy.

#### DEFINITIONS

- Ultimate Net Less. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policyless of the Primary Insurer(s) and shall exclude all expenses and Costs.
- Ceets. The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

#### CONDITIONS

MAINTENANCE OF UNDERLYING INSURANCE. It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.

This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.

PREMIUM. The insured shall pay premium to the Company as specified in the schedule.

If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rate.

- NOTIFICATION OF CLAIMS. The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- 4. ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- 5. TERMINATION. The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall be the effective. The effective date of termination shall be the end of the period of this Policy.

In Witness Whereof, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless counter-signed on this Declaration page by a duly authorized representative of the Company

MONS 152419

H20493(F. (TEXT)

HSURID
HOME
MWYORK

PREMIUM ENDORSEMENT	MW YOR	Endor	ement No. 5	
IN THE HOME INSURANCE COMP.	ANY	THE HOM	E INDEMNITY	COMPANY
₩C 9 30 48 37	MONSANTO	COMPANY	ĺ	
10/1/68		10/1/71	<u> </u>	
See Below	DAT	4/15/7	71	
THOMAS E. SEARS		FROD	25513 - 0	041
It is agreed that this policy is hereby policy remain unchanged.	amended as in	ndicated, All other		
This endorsement cancels ar	d supersed	es Endorsemer	ıt #5	
Effective 3/22/69 - In consagreed afforde followi	and unders	of the premin tood that suc policy does r	h coverage	e as is
	FISHE	R CONTROLS CO	MPANY, INC	J.
Effective 1/18/70 - In cons agreed afforde followi	and undersided by this	of the premiu tood that suc policy does a	h coverage	as is
	FISHE	R CONTROLS CO	MPANY, INC	<b>.</b>
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The state of the s			;	
A A Christian	additional	PREMIUM	RETURN PREMI	· · ·
DATE BIRRED	PHO MAYA OF		PRO RAYA OR SHOR	Y RAYK OF
Complete only if Policy is written on inst	Silment plan:	NATE TAG VAGGESVINN	NEVERSARY DATE	
			onth Yr.	*TOTAL
ADD'L PREMIUM				
RETURN PREMIUM				
REVISED INSTALLMENTS			į	PAMOUNT SHOWN MUST SE SAME AS IN AUDIO TIONAL PREMIUM OR RETURN PREM, BLOCK.
H21729 F 11/48	•		1	

The state of the s

RECEIVED BECTON INSURANCE SECTION

#### MONSANTO COMPANY

#### ENDORSEMENT

Endorsement No.
September 4, 1970

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes coverage as provided by the following underlying insurances:

Type of Insurance

Carrier

Underlying Limits of Liability

18. Bumbershoot Liability

Bodily Injury and Property Damage

English Underwriters & and in the aggregate
Home Ins. Co.
as respects Products,
Completed Operations,
& Occupational Disease.

#### WHICH IN TURN IS IN EXCESS OF

19. Protection & Indemnity
"S.S. Edgar M. Queeny"

American Steamship Owners Mutual P&I Assn. \$ 5,000,000 any one occurrence

All other policy conditions remain unchanged.

Attached to and forming part of policy No. SD2146 of the

THE HOME INSURANCE COMPANY

THOMAS E. SEARS, INC.

BY: MCAGAGA.

\$1 ST. JAMES AVENUE SOSTON, MASS.

PREMIUM ENDORSEMENT	HO	DME YYOR*	ndu. ement No. 5	
IN THE HOME INSURANCE	COMBANY		1	MANY
POLICY NUMBER	NAMED HEURED		HOME INDEMNITY CO	MEANT
HEC 9 30 48 37	Monsanto Co	OMPANY		·
10-1-68 EFFECTIVE DATE AND TIME OF ENDONBEMENT		10-1-7	1	
1-18-70		DATE PREPARED	•	
ANODUCEN TO 10		1 0-0-71	PRODUCER NO Dec	<del></del>
Thomas E.Sears, Inc.			25513-041	dc
It is agreed that this policy is h policy remain unchanged.	,	,		
In consideration of	the premium	m,charged it	is hereby agree	ed that
effective January 1	18,1970 this	insurance do	oes apply to the	•
following:			-	
-	Controls Com	pany, Inc.		
			· ·	
			!	
			1	
			1	
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			<u> </u>	

SIGNATURE OF AUTHORIZED REP	HANATURE OF AUTHORISED REFRESENTATIVE				AL PREMIUM		RET	RETURN FREMIUM S		
				s 65.42						
DATE SIGNED				PRO RATA OF	,		3.86	AATA 68 996	MY MATE OF	
				5			\$			
Complete only if Police	y is wri	tten on i	nstallmer	it plan:						
	END, EFF.	DATE	ANHIVERS	ARY DATE	ANNIVERSANT	DATE	ANREVERS	ARY DATE	T	
DATES PREMIUM DUE	Month	Yr.	Month	Yr.	Month	Yr.	Month	Yr.	*TOTAL	
ADO'L PREMIUM							1			
RETURN PREMIUM										
REVISED INSTALLMENTS		<					1. 1.		TEUDUM THUGHE THUGHLES	
H21790 # 11 69			<u> </u>				<del></del>		142,004,442,000	



NON-PREMIUM ENDORSEMENT	Endorsement No. 4
Issued by —  THE HOME INSURANCE COMPANY	THE HOME INDEMNITY COMPANY
POLICY NUMBER NAMED INSURED	1
HEC 9 30 48 37 Monsanto	Company
4/3/69	4/17/69
Thomas E. Sears, Inc.	as indicated. All other terms and conditions of this
In consideration of the understood and agreed th afforded by this policy following:	at such coverage as is
Fidelity	1
THOMASE. SEARS, Inc.	
or Thidden	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
H 22301 F 1/50	,



NON-PREMIUM ENDORSEMENT	Endorsement No. 3					
ssued by —  THE HOME INSURANCE	E COMPANY	THE	HOME INDEMNITY	COMPANY		
HEC 9 30 48 37	Monsanto	Company	:			
4/3/69		4/17/69	Ì			
Thomas E. Sears. Inc.			255	13-041	a	

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

> It is agreed and understood that the premium as stated in Item #4, is amended to read as follows:

> > \$6,000.00 Flat Charge

MONS 152425

H 22300 F 5 68



Endorsement No. 2

Issued by -	
THE HOME INSURANCE COMPA	THE HOME INDEMNITY COMPANY
POL CY HUMBER NAMED INSU	*KD
HEC 9 30 48 37 Mone	santo Company
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED
4/3/69	4/17/69
PMODUCER	PRODUCER HO -aPC
Thomas E. Sears, Inc.	25513-041 as
It is agreed that this policy is hereby ame policy remain unchanged.	nded as indicated. All other terms and conditions of thi

In consideration of the premium charged, it is agreed and understood that the Excess Coverage afforded by this policy is amended to read as follows:

\$3,000,000.00 or 23.0769% Part of \$13,000,000.00 or 100% Excess of Limits and Coverage indicated in item #2.

THOMAS E SEARS, Ino.

MONS 152426

H 22300 F 5 68

#### MONS INTO COMPANY, ETAL

#### ENDORSEMENT

No. 1 October 1, 1968

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are . contained in or as may be added to the First Layer Umbrella Cover Note No. SD2141 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of policy No.

SD2146

of the

THE HOME INSURANCE COMPANY
THOMAS B. SEARS, INC.
BY Thid den

THOMAS E. SEARS, INCORPORATED SI ST. JAMES AVENUE BOSTON, MASS.

Endowement #1

GU 8679a (Ed 10-59)

#### A&G 661a NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement, effective 10/1/00 (12 01 A. M., standard time)

, forms a part of policy No. HEC 9 30 48 37

issued to

Monsanto Company

The Home Insurance Company

It is agreed that the policy does not apply:

- 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy hability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 111. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;
"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means

(a) any nuclear reactor,

- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

THENTIC

THOMAS E. SEARS, Ind. Mandaken Representative

EXCE	SS LIABILITY POLICY
нес— 9 32 93 56 ТНЕ <b>НОМЕ</b> 1	INSURANCE COMPANY HOME  Manchoster, New Hampshire
STOCK COMPANY	Matcheson, New Hampshite
	) 
ITEM 1. Insured's Name and Mailing Address	BOSTON OFFICE MASSACHUSETTS  Producer
Monsanto Company 800 North Lindbergh Street	Thomas E. Sears, Inc. 200 Clarendon Street
St. Louis, Missouri 63166	Boston, Mass.
One	25513 Old Mass.
L-1-80 Inception (Mo. Day Yr.) 12:01 A.M. Standard Time at the address of the Name	-
STANDARY OR UNDERLYING INSURANCE DESCRIPTION	
companies following the same t	
	THOMAS E · SEARS · INC.
	INSURANCE - REINSURANCE
	JOHN HANGOCK TOWER ROG CLANENDON STREET BOSTON, MASS, 02118
ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY	BUSTUR, MASS. UZITO
of the Various London Companie	terms, conditions and exclusions
ITEM 4. PREMIUM	1
\$2,000.00 Flat Charge	
	ANY, has caused these Presents to be signed by its President and attested by its
Secretary at its Executive Office located in the City of New York shall not be valid unless countersigned by a duly Authorized Re	
shall not be valid unless countersigned by a duly Authorized Re	presentative of the Company at place of issue.
shell not be valid unless countersigned by a duly Authorized Re	presentative of the Company at place of issue.  **A Julie of President**
shell not be valid unless countersigned by a duly Authorized Re  Secretary  COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)	presentative of the Company at place of issue.  **A Julie of President**

# EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company,

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows.

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as afcressid, and
- the said underlying limit were amended as aforesaid, and (c) in no greater amount than the limit(s) set forth under item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under item 3 of the Declarations ultimate rier loss in the aggregate where applicable for each annual period during the currency of this Policy.

#### DEFINITIONS

- Utilimate Net Less. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(res) of the Primary Insurer(s) and shall exclude all expenses and Costs.
- 2 Costs. The word "costs" shall be understood to mean interest accruing after entry of judgment; investigation, adjustment and legal expenses (excluding, however, all office expenses of the insured, all expenses for salaried employees of the insured and general retainer fees for counsel normally paid by the insured.

#### CONDITIONS

MAINTENANCE OF UNDERLYING INSURANCE. It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.

This Policy is subject to the same warranties, terms and conditions except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.

2 PREMIUM. The Insured shall pay premium to the Company as specified in the schedule

If the insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rata.

3 NOTIFICATION OF CLAIMS. The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.

- notice thereof to the Company

  4 ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured sunderlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.

  E TRANSMA PROSE
- TERMINATION. The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which termination shall become effective. The effective date of termination shall be the end of the period of this Policy.

In Witness Whereof, the Company has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company

MONS 156895

H20493(F) (TEXT) 11/72



Endorsement No.

8

Issued by - (Type in full name of Insuring Company)

POLICY NUMBER	NAMED INSURED	
HEC 9329356	Monsanto Company	•
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
4-1-80	11-6-80 ms	4-1-81
PRODUCER		PRODUCER NOOPC
Thomas E. Sears		25513 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that Endorsement No. 3 is eliminated from the policy.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FH 4/77



AA 15 1980

Endorsement No.

7

#### NON-PREMIUM ENDORSEMENT

Issued by - (Type in full name of Insuring Company)

#### The Home Insurance Company

POLICY NUMBER	NAMED INSURED	
HEC 9329356	Monsanto Company	<b>!</b> •
EFFECTIVE DATE AND TIME OF ENDORSEMENT		POLICY EXPIRATION
4-1-80	5-14-80 ms	<u>  4–1–81</u>
PRODUCER		PRODUCER NOOPC
Thomas E. Sears,	Inc.	25513 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged,

In consideration of the premium charged, it is understood and agreed that Item 2 of the Policy Declarations, PRIMARY OR UNDERLYING INSURANCE-DESCRIPTION OF COVERAGE, is amended to read as follows:

\$1\\\\0,000,000.00 Umbrella Liability provided by various insurance companies following the same terms, conditions and exclusions of the Various London Companies lead Umbrella Policy Cover Note No. SD5023(C)/UMA0233 which is excess of various Primary insurances as provided on file with Company.

It is further agreed Item 3. of the Policy Declarations, EXCESS COVERAGE AFFORDED BY THIS POLICY, is emended to read as follows:

\$2,000,000.00 P/O \$\(\text{\$\}\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\tex

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FH 4/77

#### Endorsement #6

#### A&G 661a NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement, effective 4-1-80 , forms a part of policy No. HEC 9329356 (12:01 A. M., standard time)

issued to Monsanto Company

bу

The Home Insurance Company

It is agreed that the policy does not apply:

- Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Cariada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of (1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
    - (b) the nuclear meterial is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
    - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
  - "hazardous proporties" include radioactive, toxic or explosive properties;

  - "nuclear material" means source material, special nuclear material or byproduct material,
    "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
    "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a

  - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:
  - "nuclear facility" means
  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium. (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"muclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

H30150(F) Authorized Representative



## CONTAMINATION AND POLLUTION ENDORSEMENT

Endorsement No.

5

PUDOU2FLIFE.		·		Engorsament Mo.
Issued by -	The Home	Insurance Co	ompany	
POLICY NUMBER	<del></del>	HAMED INSURED	_	· · · · · · · · · · · · · · · · · · ·
HEC 9329356		Monsanto	Company	
EFFECTIVE DATE			DATE PREPARED	:
4-1-80			4-10-80 ms	
PROSUCER		<b>.</b>		PRODUCEN NO - OPC
Thomas	E. Sear	s, inc.		25513 041
It is agreed that thi	s policy is	hereby amended	as indicated. All other	terms and conditions of the

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that such insurance as is afforded by this policy does not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vopors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

It is further agreed that in no event shall coverage provided by this policy for Contamination and Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

DIGNATURE OF AUTHORIZED REPRESENTATIVE

H28879 PH 5/77



Endorsement No. 1

Issued by - (Type in full name of Insuring Company)

#### The Home Insurance Company

HEC 9329356	Monsanto	Company	
4-1-80	4-10-80	ms	POLICY EXPIRATION 4-1-81
Thomas E. Sears,	Inc.		PRODUCER NOOPC 25513 041

it is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products; Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprienate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neon-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromen; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin".

It is further agreed that with respect to Policy Condition No.1, line h of Maintenance of Underlying Insurance which begins"... reduction of the aggregate limits .... is her eby amended in part so that the following is added thereto:

but solely as respects paid losses that do not arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienstrol; Promethestrol; Diproprionate; Benzestrol; Hexetrol; Demestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Cestromon; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol Hi-Bestrol; Estrosy; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

SIGNATURE	OF AUTHO	RIZEDA	EPRESEN	SVITATIVE

H22300FH 4/77



Endorsement No.

3

Issued by - (Type in full name of Insuring Company)

The	Home	Insurance	Company

POLICY NUMBER HEC 9329356	Monsanto	Company	
EFFECTIVE DATE AND TIME OF ENCORSEMENT	DATE PREPARED	#8	POLICY EXPIRATION
PRODUCER Thomas E. Sears, In	ic.		PRODUCER NOOPC 25513 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the presium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the failure of the Insured's products or work completed by or for the Insured, to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertiging material or printed instructions prepared or developed by or for any insured; but neither this nor any other exclusion shall apply to personal injury or property damage (other than damage to the property of the Insured) resulting from the active malfunction of such products or work. The word "active malfunction" refer to a malfunction causing personal injury or property damage independent of that which would have been the result of the mere failure of the products or work to perform the function or serve the purpose intended.

SIGNAT	TURE O	FAUTH	10RIZED	REPRESENT	ATIV

HZZ300FH 4/77



Endorsement No.

2

Issued by - (Type in full name of Insuring Company)

The Home Insura	\$ }	
HEC 9329356	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	POLICY EXPIRATION
<u>L-1-80</u>	<u>4</u> –1–81	
PRODUCER	PRODUCER NOOPC	
Thomas E. Sears, Inc.		25513 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

Excess Fidelity Insurance

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22300FH 4/77



NON-PREMIUM ENDORS	EMENT	Endorsement No. 1			
	9356 Monsanto Company				
POLICY NUMBER	NAMED INSURED				
HEC 9329356	Monsanto Company	,			
1-1-80	DATE PREPARED 4-10-80 ms	POLICY EXPIRATION 4-1-81			
Thomas E. Sears, Inc.		PRODUCER NO.—GPC 25513 041			

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged,

In consideration of the premium charged, it is hereby agreed that Condition 5., Termination, as shown in the Policy Text, is amended in part so that the term "30 days" as shown therein is amended to:

"60 Days"

SIGNATURE OF AUTHORIZED REPRESENTATIV
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H22300FH 4/77

## PACIFIC EMPLOYERS INSURANCE COMPANY, LOS ANGELES, CALIFORNIA

### CERTIFICATE OF EXCESS INSURANCE

**DECLARATIONS** 

xcc 00 33 25

Item 1.

Name of

Insured --

Monsanto Company, et al

Address -

800 North Lindbergh Boulevard St. Louis, Missouri 63166

Item 3. Certificate Term — From: April 1, 1980 To: April 1, 1981

12:01 A.M., standard time at the address of the insured as stated in Item 2 above.

Item 4. Primary insurance --

**Primary Carriers** 

**Policy Numbers** 

Policy Periods

Various Carriers

Various

4/1/80-81

Item 5. Description of Primery Insurance ---

Umbrella Liability \$140,000,000.

Item 6. Description of Excess Insurance -

Excess Umbrella Liability \$5,000,000. part of \$40,000,000.

Item 7. Premium ---

\$5,000. Flat

THOMAS E-SEARS INC.

INSURANCE - REINSURANCE

REWOT NOODNAH NHOL' BOSTON, MASS. 02116

Item 8. attached hereto and made a part hereof:

No. 1 - Nuclear Energy Liability Exclusion Endorsement (Form LC-1012)

LD-6898 PTD. IN U.S.A.

					<del></del> _			
Named Insured					E	ndorsement	Number	
	NSANTO COMPANY	et al	linet.			#2	e of Endorsement	
Policy Symbol XCC	Policy Number	4/1/8				/1/80	e or Endorsement	
	e of Insurance Company		4.X. <u></u>			1		
	EMPLOYERS INSU				dorennant	in versued auto	recovered to the comp	
tive bouch unite	r. The remainder or the ir	TO THE LOW IS TO BE	·	A sausin ((ing an	CO Server	18 (31060 300)	sequent to the prep	alation of the por
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## ENDORSEMENT #1



# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

Named insured

MONSANTO COMPANY, et al

Effective

4/1/80-81

Policy No.

XCC 00 33 25

Issued by (Name of Insurance Company)

PACIFIC EMPLOYERS INSURANCE COMPANY, INC.

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy,

This endorsement medifies such insurance as is afforded by the provisions of the policy relating to the following:

ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS
INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE,
COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE

### It is agreed that:

- I. The policy does not apply:
  - A. Under any Liability Coverage, to bodily injury or property damage
    - (1) with respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mulsat Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuent to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury
  resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if
  - (1) the nuclear material (a) is at any nuclear facility award by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the badily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, constitution, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereast.

# II. As used in this endersement:

"hazardous properties" include radioactive, lexic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"searce material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the promises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a crysical mass of fissionable malerial:

"property damage" includes all forms of radioactive contamination of property.

Autiforight Agent

1 any 1

LC 1012 (A0089) 12-7-66 Picales in U.S.A.

9-12

MDNS 156906

This is a cartificate of excess insurance issued by PACIFIC EMPLOYERS (NSURANCE COMPANY (herein called PEIC) to the party or parties named in the declarations made a part hereof (herein called the insurad).

- A. WHEREAS, the primary carriers have issued to the Insured policies of insurence listed in Item 4 (Primary Insurence) of the declarations (which policies, including renewals or replacements thereof on the same beels, are herein called the primary insurance) which are providing the insurence described in Item 5 (Description of Primary Insurance) of the declarations.
- B. NOW, this certificate is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 6 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this certificate shall follow that of the primary insurance except:

(1) anything in this certificate or the primary insurance to the contrary notwithstanding, PEIC shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted egainst the Insured, but PEIC shall have the right and be given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve PEIC, in which event the Insured and PEIC shall congerate in all things in the defense or control of such claim. suit or proceeding, but no obligation shall be incurred on behalf of PEIC without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and PEIC, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, PEIC will indemnify the Insured for such payment, or, PEIC will, upon request of the insured, pay such amount to the claiment

- on behalf of the Insured; (2) the insurance afforded by this certificate shall not apply to any expenses for which insurance is provided in the primery insurance; (3) where amended by endorsement attached hereto.
- D. The premium for this certificate is the amount stated in Item 7 of the declarations and is payable upon delivery of this certificate.
- E. PEIC shall be furnished with copies of the primary insurance and all endorsaments thereto which in any manner affect this excess insurance as soon as practicable.
- F. This cartificate may be canceled by the insured by surrander thereof to PEIC or any of its authorized egents, or by mailing to PEIC written notice stating when thereafter such cancelation shall be effective, it being agreed, however, that in the event of cancelation or termination of the primery insurance, this certificate, to the extent of such cancelation or termination, shall casse to apply at the same time without notice to the insured. This certificate may be canceled by PEIC by mailing to the first Named Insured at the address shown herein written notice stating when, not less then thirty (30) days thereafter, such canceletion shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of carcelation stated in the notice shall become the end of the term of this certificate. Delivery of such written notice either by the Insured or by PEIC shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this certificate, it is agreed that for the purpose of determining PEIC's liability for loss in excess of the aggregate limits, where applicable, of the primary insurance, only loss happening during the term of this certificate shall be included.

IN WITNESS WHEREOF, PACIFIC EMPLOYERS INSURANCE COMPANY has caused this cartificate to be signed by its President and Secretary at Los Angelos, California and countersigned by a duly authorized agent of the company.

Countersioned

Anna

MERNARD A STICE ID President

DENNIS C. POULSEN, Secretary

LD-8897 Ptd. in U.S.A.

EXCESS LIADI	LITY POLICY
ныс—9 32 92 06 THE HOME INSU	JRANCE COMPANY HOME
	anchester, New Hampshire
STOCK COMPANY	
	* -
	BOSTON OFFICE MASSACHUSETTS
ITEM 1. Insured's Name and Mailing Address	
Monsanto Company	THOMAS E · SEARS · INC ·
800 N. Lindbergh Blvd. St. Louis, Missouri 63166	INSURANCE
	BOSTON, MASS, OZIJE
<u>One</u> Years	Dogram, water daile
L 4 70	6-14-78 BS
4-1-79 Inception (Mo. Day Yr.) Expiration (Mo. Day Yr.)	
12:01 A.M. Standard Time at the address of the Named Insured ITEM 2. PRIMARY OR UNDERLYING INSURANCE — DESCRIPTION OF COVERA	
\$98,000,000.00 Umbrella Liabil	ity provided by various Insurance
Companies following the same terms,	conditions and exclusions of the
Underwriters at Lloyds of London led (To Be Advised) which is excess of v	
provided on file with the Company.	
ITEM 3. EXCESS COVERAGE AFFORDED BY THIS POLICY	
	OO Bodily Injury and/or Property
following the same terms, conditions writers at Lloyd's of London Policy	and exclusions of the Under-
and excess of the limits set forth	in Item 2. above.
ITEM 4. PREMIUM	
<b>\$15,000.00</b>	
	caused these Presents to be signed by its President and attested by its
In wroness wasters, the said the Hume INSURANCE COMPANY, has a Secretary at its Executive Office located in the City of New York, and this shall not be valid unless countersigned by a duly Authorized Representation.	policy is made and accepted upon the above express conditions, but
0. 177 -	W1111111
Joseph F Lewer Secretary	N Julio Je President
COUNTERSIGNED BY (AUTOMIZED REPRESENTATIVE)	DATE
I W. Lichman UT	
H9735(F13/74	

# EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinafter called the Company)

Agrees with the insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows.

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage of the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) ser forth under trem 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) ser forth under Item 3 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy.

## DEFINITIONS

- 3 Ultimate Net Less. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policylies) of the Primary Insurer(s) and shall exclude all expenses and Costs.
- Costs. The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured and

# CONDITIONS

- 1 MAINTENANCE OF UNDERLYING INSURANCE, it is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.
  - This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
- PREMIUM. The Injured shall pay premium to the Company as specified in the schedule.
  - If the Insured remineres this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rate.

- 3. NOTIFICATION OF CLAIMS. The Insured upon knowledge or any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely as involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- TERMINATION. The Insured may terminate this Policy at any time by giving to the Company 30 days' previous notice. The Company may terminate this Policy at any time by giving to the Insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which remination shall become effective. The effective date of termination shall be the end of the period of this Rolicy.

In Witness Whereof, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company

MONS 155169

H20493(F) (TEXT) 11/72



Endorsement No. 6

Issued by - (Type in full name of Insuring Company)	
The Home Insurance Company	
HEC 9329206 Mor	santo Company
7/14/78	8/10/78
Thomas & Stevens	22700-041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that Condition 5, termination, as shown in the policy text, is amended in part so that the term "30 days" as shown therein is amended to:

\*60 days\*

GNATURE OF AUTHORIZED REPRESENTATIVE	

MONS 155170

H 22300 (FH) 7/73

Endorsement #5

GU 8679a (Ed. 10-59)

# A4G 661a NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

This endorsement, effective 4-1-78 (12:01 A.M., standard time) forms a part of policy NoHEC9329206

issued to Monsanto Company

by The Home Insurance Company

It is agreed that the policy does not apply:

- Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties
  of nuclear material. if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its ferritories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous proportios" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fisel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (3) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof:

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"reveleer reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "linjury" or "destruction" includes all forms of radioactive contamination of property.

H30150|F1

Authorized Representative



Endorsement No. 4

Issued by - (Type in full name of Insuring C	отралу)	
The Home Insurance Comp	pany	
POLICY HUMBER	WAMED NEURED	
HEC9329206	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	DATE PREPARED	
4-1-78	6-14-78	
PRODUCER		PROBUCER NO -OPC
Thomas & Stevens		22700-041
It is gareed that this noticy is	hereby amended as indicated. All oth	per terms and conditions of this

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethylstilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

It is further agreed that with respect to Policy Condition No. 1, line 4 of Maintenance of Underlying Insurance which begins ".... reduction of the aggregate limits ....." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do <u>not</u> arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethestilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromen; Stilboefral; Distilbene; Grafestrol; Stilkap; Sexocretin; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

SIGNATURE OF AUTHORIZED REPRESENTATIVE	·	-

H 22300 (FH) 7/73



Endorsement Na. 3

Issued by — (Type in tall name of Insur	ing Compeny)	
The Home Insurance	Company	1
POLICY HUMBER	HAMED INSURED	
HEC9329206	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENDORSEMEN	DATE PREPARED	
4-1-78	6-14-78 B	S
***************************************		PRODUCER NO -OPC
Thomas & Stevens		22700-041
It is agreed that this policy policy remain unchanged.	is hereby amended as indicated. All	other terms and conditions of th

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land or the atmosphere, but this exclusion does not apply if such discharge, dispersal release or escape is sudden and accidental.

It is further agreed that the insurance does not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any water-course or body or water.

IGNATURE	OF AUTHORI	TED BERRE	SENTATIVE

H 22300 (FH) 7/73



Endorsement No. 2

Is sued by — (Type in full name of Insuring Conf	pany)			ř
The Home Insurance Com	any			
POLICY HUMBER	HAMED HEURED			
HEC9329206	Monsanto			· .
EFFECTIVE DATE AND TIME OF CHOORSEMENT		DATE PREPARED		
4-1-78		6-14-78	BS	•
PRODUCER		······································		**GBUCE# NO -GEC
Thomas & Stevens				22700-041
It is agreed that this policy is he	reby amended	as indicated. A	ill other	terms and conditions of this

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the failure of the Insured's products or work completed by or for the Insured, to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by or for any insured; but neither this nor any other exclusion shall apply to personal injury or property damage (other than damage to the property of the Insured) resulting from the active malfunction of such products or work. The words "active malfunction" refer to a malfunction causing personal injury or property damage independent of that which would have been the result of the mere failure of the products or work to perform the function or serve the purpose intended.

IGNATURE OF AUTHORIZED REPRESENTATIV	

H 22300 (FH) 7/73



Endorsement No. 1

Is sued by - (Type in full name of Insuring Co	отрану)	
The Home Insurance Com	pany	
HEC9329206	Monsanto Company	1
4-1-78	6-14-78 BS	:
Thomas & Stevens		22700-041
It is pareed that this policy is h	seraby amended as indicated All at	her terms and conditions of this

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

Excess Fidelity Insurance

HIGHATURE C	F AUTHORI	ZEO REPRESE	MTATIVE

H 22300 (FH) 7/73

	- EXCESS LIABILITY POLICY	
няс— 9 32 92 87 ТНЕ НОМ	E INSURANCE ——Manchester, N	E COMPANY HOME
Monsanto Company 800 N. Lindbergh Blvd. St. Louis, Missouri	THO	OMAS E · SEARS · IN C · BURANCE - WEINBURANCE  JOHN HARCON STREET  BOSTON, MASS. OSHE
14-1-79 Inception (Me. Day Yr.) 12:01 A.M. Standard Time at the address TYPE 2. PERMANY OR MANDEN TIME 1 HEMBRANCE — BE		-
\$100,000,000.00 Umbrell Insurance Companies follow exclusions of the Underwri Policy Cover Note No. SD30 various primary insurances	ring the same terms ters at Lloyd's of 125 (C) UKL0644 whi	s, conditions and I London lead Umbrella ich is excess of
\$5,000,000.00 P/0 \$40 Property Damage each occu applicable, following the of the Underwriters at L1 SD5025 (C)/UKL0644 and ex	,000,000.00 Bodily prence and in the same terms, condi-	eggregate where tions and exclusions
2 above.		
\$12,000.00		
	of New York, and this policy is made	counts to be signed by its Provident and attested by its and accepted upon the above express conditions, but my at please of issue.
Jungl 7 Jun Socretary	•	N. W. Tulles, Jr. President

# EXCESS LIABILITY POLICY THE HOME INSURANCE COMPANIES

(Hereinsfter called the Company)

Agrees with the insured named in the schedule made a part heroof, in consideration of the payment of the premium and subject to all of the terms of this Policy, as follows.

; ..

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the insured by increasing the underlying limit from the limit(s) set forth under Item 2 of the Declarations to the limit(s) set forth under Items 2 and 3 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- to) in no greater amount than the limit(s) set forth under Item 3 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 3 of the Declarations ultimate net loss in the appregate where applicable for each annual period during the currency of this Policy

## DEFINITIONS

- Ultimate Net Less. The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy(ies) of the Primary (insurer(s) and shall exclude all expenses and Costs.
- Costs. The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the insured, all expenses for salared employees of the Insured and general retainer fees for counsel normally paid by the Insured.

## CONDITIONS

- 1 MAINTENANCE OF UNDERLYING INSURANCE. It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this Policy. If the Underlying Coverage is terminated during the period of the Policy the affective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.
  - This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.
- 2. PREMIUM. The insured shall pay premium to the Company as specified in the schedule.
  - If the insured terminates this Policy, earned premium shall be computed in accordance with the customery short rate table and procedure. If the Company terminates this Policy, earned premium shall be computed pro rate.

- NOTIFICATION OF CLAIMS. The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
- ASSISTANCE AND CO-OPERATION. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the insured but the Company shall have the right and shall be given the opportunity to essociate with the Insured or the insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim of suit involves or appears reasonably fikely to involve the Company, in which event the Insured and the Company shall co-operate in all things in the defense of such claim, suit or proceeding.
- time by giving to the Company 30 days' previous nonce. The Company may terminate this Policy at any time by giving to the Company 30 days' previous nonce. The Company may terminate this Policy at any time by giving to the insured 30 days' previous notice. Any such notice shall be sent by registered mail and shall state the date upon which remination shall become effective. The effective date of termination shall be the end of the period of this Policy.

In Witness Whereef, the Company has caused this Policy to be executed and attested; but this Policy shall not be valid unless countersigned on this Declaration page by a duly authorized representative of the Company.

MONS 155864

H20493(F) (TEXT) 11/72



Endorsement No. 7

Isoued by [Type in full name of Insuring C	Pripary)	į	
The Home Insurance Com	pany	1	
POLICY NUMBER	NAMED INSURED		
HEC9329287	Monsanto Company	:	
EFFECTIVE DATE AND TIME OF INCOMMENT	DATE PREPARED	POLICY EXPIRATION	
4-1-79	6-28-79 dh	4-1-80	
PRODUCER		PRODUCER NO,-OPC	
Thomas E. Sears	<u></u>	2800-041	
It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.			

In consideration of the premium charged, it is hereby understood and agreed that Item 2 of the Policy Declarations, PRIMARY OR UNDERLYING INSURANCE - DESCRIPTION OF COVERAGE, is smended to read as follows:

\$100,000,000.00 Umbrella Liability provided by various Insurence Companies following the same terms, conditions and exclusions of the Various London Companies lead Umbrella policy cover note No. SD3025 (C) UKL0644 which excess of various primary insurances as provided on file with the company.

It is further agreed that Item 3 of the Policy Declarations, EXCESS COVERAGE AFFORDED BY THIS POLICY, is smended to read as follows:

\$5,000,000.00 P/O \$40,000,000.00 Personal injury and/or Property Demage each occurrence and in the aggregate where applicable, following the same terms, conditions and exclusions of the Various London Companies Cover Note No. SD3025 (C) UKLO644 and excess of the limits set forth in Item 2 above.

SIGNATURE OF HORIZED NA PRESENTATIVE

H23000FH 4/77

RECEIVED
BOSTON
JUL 1 0 1979
HOME INSURANCE CO.

# Endorsement #6

GU 867 Ja (Ed. 10-59)

# A&G 461a NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

(12:01 A. M., standard time)

4-1-79

This endorsement, effective

, forms a part of policy No.

HEC 9329287

issued to Monsanto Company

Ьγ

The Home Insurance Company

It is agreed that the policy does not apply:

- Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy (tability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 11. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hexardous proporties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;
"seurce material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spens fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"weste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"musteer reacter" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "Injury" or "destruction" includes all forms of radioactive contamination of property.

H30150(F)

4

Authorized Representative



Endorsement No. 5 Revised

188UBG by - (Type in full name of Insul	ring Company)	<b>t</b>
The Home Insur	ance Company	
POLICY NUMBER	NAMED INSURED	•
HEC9329287	Monsanto Company	
EFFECTIVE DATE AND TIME OF ENCORS	EMENT DATE PREPARED	POLICY EXPIRATION
4-1-79	4-25-79 dh	4-1-80
PRODUCER		PRODUCER NOOPC
Thomas E. Sears		2800-041
is in amount that this notion is barel	by amandad as indicated. All asher terms and a	andidone of this nation complete washing

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethylatilbestrol or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed.

This exclusion includes, but is not limited to, the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

It is further agreed that with respect to Policy Condition No. 1, line 4 of Maintenance of Underlying Insurance which begins ".... reduction of the aggregate limits...." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do <u>not</u> arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as diethylstilbestrol or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprionate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Oestranol 1; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Oestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

SIGNATURE OF AUTHORIZED REPRESENTATIVE

HZZ300PH 4/77



Endorsement No.

5

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1			
POLICY EXPIRATION			
4-1-80			
PRODUCER NOOPC			
2800 041			

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged,

"In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for bodily injury, personal injury or property damage arising out of the manufacturing, handling, distribution sale, application, consumption or use of any drug or product known as diethystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function, by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to, the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprienate; Benzestrol; Hexetrol; Domestrol; Fonatol; Neo-Cestranol I; Cestrogenine; Cestromenin; Palestrol; Stilboestroform; Cestromensyl; Percutacrine Cestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosyn; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

It is further agreed that with respect to Policy Condition No. 1, line 4 of Maintenance of Underlying Insurance which begins "... reduction of the aggregate limits....." is hereby amended in part so that the following is added thereto:

but solely as respects paid losses that do not arise out of the manufacturing, handling, distribution, sale, application, consumption or use of any drug or product known as disthystilbestrol, or DES, or which has the same chemical formulary, or which is a stilbene derivative, or which is generally known in the pharmaceutical trade as having a like formulation, structure, or function by whatever name manufactured, sold or distributed. This exclusion includes, but is not limited to the following products: Estrobene; Cyren A; Dienestrol; Promethestrol; Diproprionate; Benzestrol; Hexetrol; Demestrol; Fonatol; Neo-Oestranol I; Oestrogenine; Oestromenin; Palestrol; Stilboestroform; Cestromensyl; Percutacrine Oestrogenique Isovesco; Serral; Sibol; Milestrol; Hi-Bestrol; Estrosy; Bio-des; Microest; Synestrin (tablets); Synthoestrin; Stilbetin."

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SIGNATURE OF AUTHORIZED REPRESENTATIVE		



# NON-PREMIUM ENDORSEMENT Endorsement No. 4 Issued by — (Type in full name of Insurance Company) The Home Insurance Company FOLICY NUMBER HEC 9329287- Monsanto Company EFFECTIVE DATE AND TIME OF ENCORSEMENT 4-1-79 PRODUCER Thomas E. Sears Endorsement No. 4 Folicy expiration 4-1-80 PRODUCER NO.-OPC 2800 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the failure of the Insured's products or work completed by or for the Insured, to perform the function or serve the purpose intended by the Insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by or for any insured; but neither this nor any other exclusion shall apply to personal injury or property damage (other than damage to the property of the Insured) resulting from the active malfunction of such products or work. The word "active malfunction" refer to a malfunction causing personal injury or property damage independent of that which would have been the result of the mere failure of the products or work to perform the function or serve the purpose intended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	;		
		•	



Endorsement No.

3

The Home Insu	rance Company	
OLICY NUMBER HEC 9329287	Monsento Company	
PRECTIVE DATE AND TIME OF ENCORSEMENT 4-1-79	4-26-79mbs	POLICY EXPIRATION
Thomas E. Sears		PRODUCER NOOPC 2800 041

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of the discharge, dispersal, release or escape of amoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land or the atmosphere, but this exclusion does not apply if such discharge, dispersal release or escape is sudden and accidental.

It is further agreed that the insurance does not apply to personal injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any water-nurse or body or water.

SIGNATURE	OF AU	THORIZED	REPRES	ENTATIVE

H22900FH 4/77



NON-PREMIUM ENDORSEMENT	A STORAGE	Endo	rsement No. 2
Issued by — (Type in full name of Insuring Cor	ispeny)		
The Home Insu	rance Company		
POLICY NUMBER HEC 9329287	Monsanto Company	İ	
EFFECTIVE DATE AND TIME OF ENDOPSEMENT 4-1-79	4-25-79mbs		POLICY EXPIRATION
PRODUCER Thomas E. Sears		i	PRODUCER NOOPC 2800 041
It is agreed that this policy is hereby ame	inded as indicated. All other terms an	d conditi	ons of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy shall not apply to any liability for damages, direct or consequential and expenses arising out of:

Excess Fidelity Insurance

SIGNATURE OF AUTHORIZED REPRESENTATIVE



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It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is hereby agreed that Condition 5, Termination, as shown in the Policy Text, is amended in part so that the term "30 days" as shown therein is amended to:

"60 days"

SIGNATURE OF AUTHORIZED REPRESENTATIVE

H22800#H 4/77